



DEPT. OF PLANNING & CONSTRUCTION
CHICAGO PARK DISTRICT

EXHIBIT C:
ACCESS PERMIT
TERMS AND CONDITIONS

A. General

1. For purposes of this document, the term "Permitee" shall mean the entity listed as Permitee on the Chicago Park District Access Permit, and include the Permitee's employees, agents, contractors, subcontractors, consultants and the owner.
2. For the purposes of this document, the terms "Work" and "Project" are understood to refer to the work as set out in the Permit.
3. The provisions, terms, conditions and/or limitations set forth in this document are supplemental to those detailed in various other Access Permit documents, which include but may not be limited to:
 - a. Access Permit Overview
 - b. Exhibit B: Access Permit Insurance Requirements

B. Notification

1. All Permit questions, notifications, and requirements should be directed to Chicago Park District contact: **Claudine Malik, Dept. of Planning & Construction, at (312) 742-4660.**
2. Notification must be given to the Park District prior to commencement of work.
3. Permitee shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party.

C. Permit Fee

A non-refundable fee of \$250.00 will be charged for the issuance of each Permit.

D. Security Deposit

1. Permitee shall pay a security deposit in the amount of \$1,500.00. The amount of the security deposit may increase based upon the nature and scope of the work and the duration of the Permit.
2. Following either the expiration of this Permit or receipt of written notification from the Permitee that the work is completed, the Park District may inspect the area covered by the Permit. If there is no damage to Park District property and there are no amounts due under this Permit, the Park District will refund the security deposit in full.
3. The Park District will have the right to apply all or a portion of the security deposit to pay for any amounts due to the Park District from Permitee as a result of violations of this Permit or any other Permit issued by the Park District to Permitee, and may include compensation for damage to Park District property.

E. Violations and Fines

1. Failure to abide by these terms and conditions will be considered a violation of the Permit, and may result in the assessment of fines and monetary damages as well as revocation or cancellation of the Permit.
2. Generally, fines are assessed at \$ 500.00 per violation per day until resolved to the satisfaction of the Park District.
3. When damage to Park District property has been documented, the Park District may assess monetary damages against the Permittee in an amount which represents the estimated cost to the Park District, as determined by the Park District, to repair, replace or otherwise remediate the damage. This assessment is in addition to any fines assessed for the same violation.
4. Permittees with outstanding or unpaid fines and/or monetary damages assessed from previous permitted (or non-permitted) work will not be issued permit extensions or permits for new work until the outstanding assessments are paid in full. Award of competitively bid contracts to any Permittee with outstanding or unpaid fines and/or monetary damages will occur only after all outstanding assessments are paid in full.

F. Sequencing of Work

1. Before any equipment is brought to the site or any work is begun:
 - a. All tree protection fencing must be in place.
 - b. All construction or security fencing and emergency signage must be in place.
 - c. All alternate pedestrian and/or vehicular routes must be established, and the appropriate signage and fencing (where required) must be in place.
2. Upon completion of work, all equipment must be removed from the site before the removal of any tree protection fencing, construction or security fencing, emergency signage or alternate pedestrian and/or vehicular routes, including paving, signage or fencing, may occur.

G. Area of Work

1. This Permit does not authorize any work, access to or from the site or any other work-related activities on any areas not shown or described on Exhibit A.
2. All requests to perform work outside of the area specified in the Permit, including access and egress routes, must be approved, prior to commencement of the work, by the Park District contact.

H. Scope of Work

1. Permittee shall not engage in any work beyond the scope of the description of work listed on the cover page or indicated on Exhibit A.
2. All requests to perform work of a different scope or nature than that specified in the Permit must be approved, prior to commencement of the work, by the Park District contact.

I. Duration of Work and Permit Extensions

Permittee may occupy the permitted area only during the dates specified in the Permit. If a time extension to the Permit becomes necessary, the Permittee must apply in writing to the Department of Planning & Construction for an extension at least one (1) week prior to the Permit expiration date.

J. Work Hours

Regular work hours are Monday through Friday, from 7:00 a.m. to 6:00 p.m., unless previously approved by the Park District.

K. Regulatory Requirements

1. Permittee shall familiarize itself with and comply with all Federal, State, Local and Park District rules, regulations, codes and ordinances and shall obtain permits from all governmental agencies and bureaus as required.
2. Permittee shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

L. Vehicles

1. Parking or driving of vehicles in unauthorized areas will be considered a violation of the Permit (see Section E above).
2. Permittee is responsible for ensuring that all workers use only authorized parking facilities or street parking. The parking or driving of vehicles on lawn areas, under trees, within landscaped areas (whether fenced or unfenced) and/or on sidewalks is strictly prohibited.

M. Protection of Park Property

1. General
 - a. Permittee shall take all precautions and safeguards necessary for the complete protection of the public and Park District employees and property.
 - b. Permittee shall avoid damage to or loss of the property or work of the Park District and others, and shall repair or replace any such damage, or pay for such repair or replacement, to the satisfaction of the Park District.
 - c. Permittee shall ensure that all public walkways are maintained free and clear of construction debris during the construction period.
 - d. The site shall be kept clean at all times and in a manner acceptable to the Chicago Park District.
2. Site Security
 - a. Permittee is required, prior to start of any work, to erect security fencing around the entire perimeter of work. Security fencing is to be chain link, minimum height of 6 feet.
 - b. Permittee is responsible for the ongoing maintenance of the security fencing.
 - c. Security fencing may only be removed when all work and site restoration are complete.
 - d. Permittee shall erect and maintain for the duration of the work, fence screening in accordance with City of Chicago ordinance.
 - e. Permittee shall obtain from the Park District, erect, and maintain for the duration of work "Caution Construction Area Keep Out" signs. The number of signs required will vary according to project size and location, and will be determined by the Park District.

3. Utilities

- a. Permittee shall protect all utilities and adjacent facilities, whether existing or installed by others during the permit period.
- b. It is the sole responsibility of Permittee to inform itself of the existence and location of all utilities in the vicinity of the Site. The Park District does not guarantee the completeness or accuracy of the information shown on any plans regarding utilities, either publicly or privately owned, and the Permittee shall make its own investigation to determine the existence, nature and location of all utilities.
- c. The Park District will provide on-site utility locates for Park District property. The CPD contact must receive at least three days notice to set up any on-site locates. The initial site visit for CPD utility locates will be provided at no cost, but all subsequent requests for CPD assistance will be charged at the current prevailing wage.

4. Landscape Protection

a. General

- 1) Landscape protection fencing must be in place before any equipment is brought to the site or any work begun and must be maintained intact for the duration of the work.
- 2) Driving, parking, dumping, stockpiling and/or storage of vehicles, equipment, supplies, materials or debris on or within landscape areas is strictly prohibited.
- 3) All landscaped areas that are disturbed during construction shall be restored to their previous condition. All repaired lawn areas are to be sodded.

b. Landscape Protection Violations

- 1) Landscape Protection Violations include, but are not limited to:
 - a) Tree/Landscape Protection fencing not in place prior to beginning of work;
 - b) Tree/Landscape Protection fencing damaged, removed, or not in place at any time during work;
 - c) Unauthorized removal of Tree/Landscape Protection fencing;
 - d) Encroachment in Tree/Landscape Protection fencing;
 - e) Placement of any materials within the Tree/Landscape Protection fencing;
 - f) Vehicles driving or parked under trees or on landscape areas (whether fenced or unfenced);
 - g) Damage to any tree or other plant material or landscape area;
 - i) Unauthorized removal of any tree or other plant material;
 - j) Use of any tree or other plant material as anchorage; and
 - k) The attachment of any object, including but not limited to: signage, chains, ropes, wires, or handbills to any tree or other plant material.

c. Tree Protection

- 1) All tree protection practices must conform to CPD Standard Specification for Tree Protection.
- 2) Tree protection zone fencing must be in place before any equipment is brought to the site or any work begun, and must be maintained intact for the duration of the work.

- 3) Trees that are damaged by Permittee's operations or personnel shall be repaired or remediated by Permittee as directed by the Park District.
 - i. Permittee will be fined for damage to trees as follows: \$100 per square inch scraped or damaged bark; \$100 per diameter inch of broken limbs or branches. This will be in addition to the Landscape Protection Violations fines noted above.
 - ii. Permittee shall be required to replace any permanently damaged tree with a new tree of the same type on an "inch for inch" size basis; said new tree shall have a trunk with a minimum four (4) inch diameter.
- 4) Trees that are removed by Permittee without authorization, or which are damaged by Permittee and are determined by the Park District to require removal, shall be replaced by Permittee on an "inch for inch" size basis. The minimum acceptable size for replacement trees is four (4) inches diameter. Replacement trees must meet, be installed, guaranteed and maintained per Park District standards. Replacement tree variety(ies) and location(s) will be determined by the Park District. This will be in addition to the Landscape Protection Violations fines noted above.
- 5) Permittee will be fined for the removal of trees larger than 10 inch caliper (DBH) at a rate of \$100 per caliper inch (DBH). This will be in addition to the inch for inch replacement requirements and the Landscape Protection Violations fines noted above.

N. Site Restoration

By the expiration date or upon termination of this Permit, Permittee shall restore all disturbed or damaged areas to like conditions as existed prior to commencement of the work. Failure to restore the site will be considered a violation of the Permit until the restoration is complete (see Section E above). All restoration shall be made in a manner that prevents deterioration or settling.

O. Use of Site

1. All work shall be scheduled to avoid disruption of or conflict with normal park activities. Any temporary interruption of park operations or services shall be requested and approved prior to that interruption.
2. Permittee will be required to conduct its Work so as not to unnecessarily obstruct the activities of others who also may be engaged in Work on this or any other project.
3. Only such materials and equipment as are necessary for the construction of the Work, as determined by the Park District, shall occupy any space at the permitted site.

P. Access to Facilities

1. It shall be Permittee's responsibility to obtain access to facilities, and to arrange for adequate security at the end of each work day, on weekends and at all other appropriate times.
2. Permittee shall prohibit the opening of locked areas by the Permittee's personnel to allow the entrance of any persons other than the Permittee's personnel engaged in the performance of assigned work in those areas.

Q. Safety

1. **Permitee shall take all precautions and safeguards necessary for the complete protection of the public, employees and Park property.**
2. Permitee shall prohibit all lighting of fires and all smoking on and about Park District property.
3. All combustible materials must be stored in approved safety containers and placed in safe locations.
4. Permitee shall provide all security traffic control, covering of open trenches and other safety measures reasonably required by the Park District.
5. The Park District's suggestions on safety shall in no way relieve Permitee of its sole responsibility for safety on the Project.
6. The Park District may at any time require additional provisions if such are deemed necessary for public safety or convenience.

R. Energy Conservation

1. Permitee shall promote efficient use of all energy. Permitee shall turn off all lights, faucets, valves, and equipment when not in use.
2. All temporary lighting shall have compact fluorescent lights (CFLs) or other energy efficient lights.

S. As-Built Drawings

When improvements are made to Park District property, Permitee shall, upon completion of the work, provide one complete, legible, reproducible set of the As-Built Drawings to the Park District at the Permitee's expense.

T. Testing Results

Permitee shall provide to the Park District copies of the results of any analytical testing or sampling performed by Permitee on Park District property. A copy of the final report, when issued, shall also be provided to the Park District

U. Salvage

Any material or equipment which is removed or disconnected and, in the opinion of the Park District, is of value, but is not specified for reuse, shall remain the property of the Park District. Care shall be taken by the Permitee to prevent damage in handling this property.

V. Liability

1. Permitee shall promptly and fully reimburse the Park District for all loss or damages to Park District property and any work necessary to be performed by Park District forces as a result of this project within seven days of billing by the Park District.
2. The Park District is not responsible for the damage or loss of any equipment belonging to the Permitee during the operation of this Permit.
3. Permitee shall remove from Park District property at no cost to the Park District all excess materials resulting from the work upon expiration of this Permit.

4. Permittee shall forfeit its security deposit if it occupies the area covered by this Permit after the Permit's expiration. The Park District has the right to remove, at Permittee's cost, any materials or equipment left on Park District property after the expiration of the Permit.

W. Insurance

For the duration of this Permit and at all times in which Permittee is occupying Park District property, Permittee shall maintain insurance coverages in the amounts and types specified, and on the terms and conditions set forth in Exhibit B.

X. Indemnification

Permittee shall indemnify, keep and save harmless the Chicago Park District, its commissioners, officers, employees, agents, volunteers and contractors (collectively, the Park District Indemnitees) from any and all loss, cost, damage, expense, judgment or liability of any kind whatsoever that the Park District Indemnitees may be put to or which may be recovered from the Park District Indemnitees by reason of or on account of anything done by the Permittee or by virtue of this Permit being granted.

Y. Prevailing Wage

1. Permittee is required to pay not less than the applicable general prevailing wage rates.
2. Permittee agrees to compile and make available, upon request, to the Park District and the Illinois Department of Labor a roster of all employees working on the project by name, trade and wage paid.

Z. Cancellation

This Permit is subject to cancellation or change at any time by the General Superintendent or authorized representative of the Park District.

AA. Disputes

The General Superintendent or authorized representative will decide all questions that arise with respect to this Permit including, but not limited to, the assessment of any fees or fines, or the reduction of the security deposit.

BB. Disclaimer

1. It shall be understood that this Permit does not in any way create the relationship of joint venture or partnership between the Park District and the Permittee.
2. The issuance of this Permit does not indicate Park District approval of any of the elements of the proposed construction or relieve Permittee from its responsibilities for protection, repairing or replacing any public or private property affected by the construction or any other work performed under this Permit.



DEPT. OF PLANNING & CONSTRUCTION
CHICAGO PARK DISTRICT

**EXHIBIT C:
ACCESS PERMIT
TERMS AND CONDITIONS**

SIGNATURE PAGE

I have read, understood and agree to abide by all the terms, conditions and limitations contained in "Exhibit C: Terms and Conditions."

Respectfully submitted:

Signature of Authorized Officer or Representative of Permit Applicant

Date

Written Name of Authorized Officer or Representative of Permit Applicant

Title of Authorized Officer or Representative of Permit Applicant